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6
7 UNITED STATES DISTRICT COURT
8 DISTRICT OF NEVADA

9 LAUREN HERMAN, AN INDIVIDUAL,

10 PLAINTIFF,

11 VS.

12 ELKO COUNTY, NEVADA, A GOVERNMENTAL
13 ENTITY, AITOR NARVAIZA, AN INDIVIDUAL,
DOUGLAS FISHER, AN INDIVIDUAL, AMY
14 LEWIS, AN INDIVIDUAL, CRYSTAL COX, AN
INDIVIDUAL, JUSTIN AMES, AN INDIVIDUAL;
15 AMANDA OSBORNE, AN INDIVIDUAL; DOE
INDIVIDUALS I-X; AND ROE ENTITIES I-X,
16 DEFENDANTS.

Case No.: **2:25-cv-00244-RFB-CLB**

**ORDER GRANTING STIPULATED
PROTECTIVE ORDER**

17
18 Plaintiff seeks to obtain, inspect, and copy documents and/or things which
19 Defendants contend contains private and sensitive information, confidential information of
20 Defendants, their officers and employees, their internal investigative and administrative
21 actions, and other confidential information. Pursuant to an agreement by the Parties, the
22 Court hereby enters the following Order for Protection ("Protective Order"):

23 **TERMS OF PROTECTIVE ORDER**

24 **I. DEFINITIONS**

25 The following definitions apply to the Protective Order:

26 1. Party. Any party to this action, including all of their officers, directors, employees,
27 consultants, Experts, and Outside Counsel. Party, as used in this Protective Order, shall
28 also refer to Defendants, and their officers, agents, and employees.

1 2. Disclosure or Discovery Material. All items or information, regardless of the
2 medium or manner generated, stored, or maintained (including, among other things,
3 testimony, transcripts, or tangible things) that are produced or generated in disclosures or
4 responses to discovery in this matter.

5 3. “Confidential” Information or Items. Information (regardless of how it is generated,
6 stored, or maintained) or tangible things that qualify for protection under law enforcement
7 investigative and/or official information privileges, or that contain Criminal History
8 Information, personal information regarding individuals, including Social Security
9 Numbers, dates of birth, and information which a person would have a reasonable
10 expectation of privacy. Confidential information shall also include the parties’ contact
11 information, disciplinary action of nonparty employees, and medical information.

12 4. Receiving Party. A Party that receives Disclosure or Discovery Material or
13 Confidential Information from a Producing Party.

14 5. Producing Party. A Party or third-party that produces Disclosure or Discovery
15 Material or Confidential Information in this action.

16 6. Designating Party. A Party or third-party that designates information or items that
17 it produces in disclosures or in responses to discovery as “Confidential.”

18 7. Protected Material. Any Disclosure or Discovery Material or Confidential
19 Information that is designated as “Confidential.”

20 8. Outside Counsel. Attorneys who are not employees of a Party but who are retained
21 to represent or advise a Party in this action.

22 9. House Counsel. Attorneys who are employees of a Party.

23 10. Counsel (without qualifier). Outside Counsel and House Counsel (as well as their
24 support staffs).

25 11. Expert. A person with specialized knowledge or experience in a matter pertinent to
26 the litigation retained by a Party or its Counsel to serve as an expert witness or as a
27 consultant in this action. This definition includes, but is not limited to, a professional jury
28 or trial consultant retained in connection with this litigation.

1 12. Professional Vendor. Person or entity that provides litigation support services (e.g.,
 2 photocopying, videotaping, translating, preparing exhibits or demonstrations, organizing,
 3 storing, retrieving data in any form or medium, etc.) and its employees and subcontractors.

4 13. The use of the singular form of any word includes the plural, and vice versa.

5 **II. SCOPE**

6 The protection conferred by this Protective Order covers not only Protected
 7 Material, but also any information copied or extracted therefrom, as well as all copies,
 8 excerpts, summaries, or compilations thereof, testimony, conversations, or presentations
 9 by parties or counsel to or in court or in other settings that might reveal Protected Material.

10 **III. DURATION**

11 Even after the termination of this action, the confidentiality obligations imposed by
 12 this Protective Order shall remain in effect until a Designating Party agrees otherwise in
 13 writing or a court order otherwise directs.

14 **IV. DESIGNATING PROTECTED MATERIAL**

15 1. Manner and Timing of Designations. Except as otherwise provided herein,
 16 or as otherwise ordered, material that qualifies for protection under this Order must be
 17 clearly designated before it is disclosed or produced. Designations in conformity with this
 18 Order require:

19 a. For information in documentary form. That the Producing Party shall
 20 affix the legend “CONFIDENTIAL” on each page that contains Protected Material.
 21 If only a portion or portions of the material on a page qualify for protection, the
 22 Producing Party must also clearly identify the protected portion(s) (e.g., by making
 23 appropriate markings in the margins or redacting protected portions). A Producing
 24 Party that makes original documents or materials available for inspection need not
 25 designate them for protection until after the inspecting Party has indicated which
 26 material it would like copied and produced. During the inspection and before the
 27 designation, all of the material made available for inspection shall be deemed
 28 “Confidential.” After the inspecting Party has identified the documents it wants

1 copied and produced, the Producing Party must determine which documents, or
2 portions thereof, qualify for protection under this Order, and, before producing the
3 specified documents, the Producing Party must affix the appropriate legend on each
4 page that contains Protected Material. If only a portion or portions of the material
5 on a page qualify for protection, the Producing Party also must clearly identify the
6 protected portion(s) (e.g., by making appropriate markings in the margins or by
7 redacting protected portions).

8 b. For testimony given in deposition or in other pretrial or trial
9 proceedings. That before the close of the deposition, hearing, or other proceeding,
10 the Party or nonparty offering or sponsoring the testimony shall identify on the
11 record all protected testimony and further specify any portions of the testimony that
12 qualify as “Confidential.” When it is impractical to identify separately each portion
13 of testimony that is entitled to protection, the Party or nonparty that sponsors, offers,
14 or gives the testimony may invoke on the record (before the deposition or
15 proceeding is concluded) a right to have up to thirty (30) days to identify the specific
16 portions or the testimony as to which protection is sought. Only those portions of
17 the testimony that are appropriately designated for protection under the standards
18 set forth herein within the thirty (30) days shall be covered by the provisions of this
19 Protective Order. Upon request of a Designating Party, transcript pages containing
20 Protected Material must be separately bound by the court reporter, who must affix
21 to the top of each such page the legend “Confidential” as instructed by the Party or
22 nonparty offering or sponsoring the witness or presenting the testimony.

23 c. For information produced in some form other than documentary, and
24 for any other tangible items. That the Producing Party affix in a prominent place on
25 the exterior of the container or containers in which the information or item is stored
26 the legend “Confidential.” If only portions of the information or item warrant
27 protection, the Producing Party, to the extent practicable, shall identify the protected
28 portions.

1 1. Inadvertent Failure to Designate. Inadvertent failure to identify documents
2 or things as “Confidential” pursuant to this Protective Order shall not constitute a waiver
3 of any otherwise valid claim for protection, provided that the provisions of this paragraph
4 are satisfied. If the Designating Party discovers that information should have been but was
5 not designated “Confidential” or if the Designating Party receives notice that would enable
6 the Designating Party to learn that it has disclosed such information, the Designating Party
7 must immediately notify all other parties. In such an event, within thirty (30) days of
8 notifying all other Parties, the Designating Party must also provide copies of the
9 “Confidential” information designated in accordance with this Protective Order. After
10 receipt of such redesignated information, the “Confidential” information shall be treated as
11 required by this Protective Order, and the Receiving Party shall promptly, but in no event
12 more than fourteen (14) calendar days from the receipt of the redesignated information,
13 return to the Designating Party all previously produced copies of the same unlegended
14 documents or things. The Designating Party and the Parties may agree to alternative means.
15 The Receiving Party shall receive no liability, under this Protective Order or otherwise, for
16 any disclosure of information contained in unlegended documents or things occurring
17 before the Receiving Party was placed on notice of the Designating Party’s claims of
18 confidentiality.

19 **V. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

20 1. Meet and Confer. A Party that elects to initiate a challenge to a Designating
21 Party’s confidentiality designation must do so in good faith and must begin the process by
22 conferring with counsel for the Designating Party. The challenging Party must give the
23 Designating Party an opportunity of not less than ten (10) calendar days to review the
24 designated material, to reconsider the circumstances, and, if no change in the designations
25 is offered, to explain in writing the basis for the confidentiality designation.

26 2. Judicial Intervention. A Party that elects to press a challenge to a
27 confidentiality designation after considering the justification offered by the Designating
28 Party may file and serve a motion that identifies the challenged material and sets forth in

1 detail the basis for the challenge. Until the Court rules on the challenge, all parties shall
 2 continue to afford the material in question the level of protection to which it is entitled
 3 under the Producing Party's designation. The burden to establish the propriety of a
 4 confidentiality designation shall be on the Designating Party.

5 **VI. ACCESS TO AND USE OF PROTECTED MATERIAL**

6 1. Basic Principles. A Receiving Party may use Protected Material that is
 7 disclosed or produced by another Party or by a third-party in connection with this case
 8 solely for the limited purposes of prosecuting, defending, attempting to settle, or settling
 9 this action. Such Protected Material may be disclosed only to the categories of persons and
 10 under the conditions described in the Protective Order. Protected Material must be stored
 11 and maintained by a Receiving Party at a location and in a secure manner that ensures that
 12 access is limited to the persons authorized under this Protective Order.

13 2. Disclosure of "Confidential" Information or Items. Unless otherwise ordered
 14 by the Court or permitted in writing by the Designating Party, a Receiving Party may
 15 disclose any information or item designated Confidential only to:

16 a. The Parties to this action and the Receiving Party's Outside Counsel
 17 of record in this action, as well as employees of said Counsel to whom it is
 18 reasonably necessary to disclose the information for this litigation. Counsel of
 19 Record shall be responsible for advising all of their staff of the existence of, and
 20 their confidentiality obligations under, the Protective Order, and shall be responsible
 21 for any noncompliance with the Protective Order by members of their staff that have
 22 not signed an agreement to be bound by the Protective Order;

23 b. The officers, directors, and employees of the Receiving Party to
 24 whom disclosure is reasonably necessary for this litigation and who have signed or
 25 have agreed under oath and on the record to be bound by the "Agreement to Be
 26 Bound by Protective Order" (Exhibit A);

27 c. Experts of the Receiving Party to whom disclosure is reasonably
 28 necessary for this litigation and who have signed or have agreed under oath and on

1 the record to be bound by the “Agreement to Be Bound by Protective Order”
2 (Exhibit A);

3 d. The Court and its personnel, including (without limitation) jurors;

4 e. Court reporters, their staffs, and Professional Vendors to whom
5 disclosure is reasonably necessary for this litigation;

6 f. During their depositions or at trial, witnesses in the action to whom
7 disclosure is reasonably necessary. Witnesses will not be permitted to retain copies
8 of Protected Material unless they have signed or agreed under oath and on the record
9 to be bound by the “Agreement to Be Bound by Protective Order” (Exhibit A). Upon
10 request of a Designating Party, pages of transcribed deposition testimony or exhibits
11 to depositions that reveal Protected Material must be separately bound by the court
12 reporter and may not be disclosed to anyone except as permitted under this
13 Protective Order; and

14 g. The author of the document or the original source of the information
15 and recipients or addressees in the normal course of business.

16 Notwithstanding the preceding of this paragraph VI(2), a Party that has produced
17 his or her own Protected Material may disclose such Protected Material to any persons,
18 with or without any conditions placed upon such disclosure, as the Party deems appropriate.

19 3. Trial and Dispositive Motion Disclosure: For the purpose of trial and/or
20 dispositive motions, the parties acknowledge that a “strong presumption in favor of access”
21 exists. A party seeking to seal a judicial record at trial and/or the dispositive motions stage
22 bears the burden of establishing “compelling reasons” by “articulating compelling reasons
23 supported by specific factual findings” that outweigh the public policies favoring
24 disclosure.¹

25 4. Disclosure of Possession of Confidential Information. All persons described
26 in paragraph VI above shall not under any circumstances sell, offer for sale, advertise, or
27 publicize either the Confidential Information or the fact that such persons have obtained
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¹ See *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1178-79 (9th Cir. 2006).

1 Confidential Information.

2 **VII. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
 3 **OTHER LITIGATION**

4 If a Receiving Party is served with a subpoena or an order issued in other litigation
 5 that would compel disclosure of any information or items designated in this action as
 6 “Confidential” the Receiving Party must so notify the Designating Party, in writing (by fax
 7 or email if possible) immediately and in no event more than seven (7) calendar days after
 8 receiving the subpoena or order. Such notification must include a copy of the subpoena or
 9 court order. The Receiving Party also must, within ten (10) calendar days, inform in writing
 10 the party who caused the subpoena or order to issue in the other litigation that some or all
 11 the material covered by the subpoena or order is the subject of this Protective Order and
 12 deliver to such party a copy of this Protective Order. The Designating Party shall bear the
 13 burdens and the expenses of seeking protection in that court of its Confidential material –
 14 and nothing in these provisions should be construed as authorizing or encouraging a
 15 Receiving Party in this action to disobey a lawful directive from another court. Once notice
 16 is given, and five business days have elapsed, the receiving party shall have no further
 17 liability for disclosure pursuant to a subpoena or its equivalent.

18 **VIII. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

19 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 20 Protected Material to any person or in any circumstance not authorized under this
 21 Protective Order, the Receiving Party must immediately and within not more than seven
 22 (7) calendar days: (a) notify in writing (using best efforts to use email or fax) the
 23 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
 24 copies of the Protected Material, (c) inform the person or persons to whom unauthorized
 25 disclosures were made of all the terms of the Protective Order, and (d) request such person
 26 or persons to execute the “Acknowledgment and Agreement to Be Bound” (Exhibit A).
 27 The Receiving Party shall promptly notify the Designating Party of the results of its efforts
 28 with regards to (b), (c), and (d) herein. After a good-faith meet-and-confer effort to resolve

any remaining disputes concerning compliance with this paragraph, Party, Receiving Party, or Designating Party may seek relief from this Court for noncompliance with this provision. Said relief may include, but is not limited to, preclusion of the Receiving Party's use in this litigation of the Protected Material that was disclosed contrary to this Protective Order, or any other sanction deemed appropriate by the Court.

IX. PUBLICLY AVAILABLE OR PREVIOUSLY POSSESSED INFORMATION

The restrictions in the preceding paragraphs regarding disclosure or Protected Material do not and shall not apply to information or material that: was, is, or becomes public knowledge in a manner other than by violation of the Protective Order, is acquired by the nondesignating party from a third-party having the right to disclose such information or material; or was lawfully possessed by the nondesignating party before the date of this Protective Order. The Designating Party shall act in good faith to notify the Receiving Party of any change in circumstances that renders Confidential Information or Items no longer Confidential within a reasonable time period after the change becomes known to the Designating Party.

X. FILING PROTECTED MATERIAL

With respect to nondispositive motions and pleadings, Protected Material or information derived therefrom is included with, or the contents of such a document are disclosed in, any documents filed with the Clerk or this Court or any other court, the filing Party shall file said document under seal and in accordance with Local Rule 10-5(b). Unless otherwise agreed by the Parties to permit service by some other means such as by email or facsimile, copies of any pleading, brief or other document containing Protected Material that is served on opposing counsel shall be delivered in a sealed envelope stamped: CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER and shall be treated in accordance with the provisions of this Protective Order. Subject to the Court's convenience and needs, all material files in this fashion will be kept under seal by the Clerk until further order from the Court.

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1 **XI. FINAL DISPOSITION**

2 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty
 3 (60) calendar days of a written request, after the final termination of this action, each
 4 Receiving Party must return all Protected Material to the Producing Party. As used in this
 5 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
 6 summaries, or any other form of reproducing or capturing any of the Protected Material.
 7 With permission in writing from the Designating Party, the Receiving Party may destroy
 8 some or all of the Protected Material instead of returning it. If the Designating Party does
 9 not give permission in writing to destroy the Protected Material in lieu of returning it, the
 10 Designating Party shall pay for the time and cost of staff to locate the material and return
 11 it. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
 12 pleadings, motion papers, transcripts, legal memoranda, correspondence, or attorney work
 13 product, even if such materials contain Protected Material. Additionally, no Party shall be
 14 required to conduct e-mail searches to locate the existence of Protected Material that may
 15 have been transmitted electronically in compliance with this Order. Any such archival
 16 copies that contain or constitute Protected Material remain subject to this Protective Order
 17 as set forth herein. In the event of an appeal, “Final Disposition” shall not occur until the
 18 conclusion of all appeals.

19 **XII. ADDITIONAL PROVISIONS**

20 1. Modification. The Parties may modify this Protective Order by written
 21 agreement, subject to approval by the Court. The Court may modify this Protective Order.

22 2. Right to Assert Other Objections. This Protective Order does not affect or
 23 waive any right that any Party otherwise would have to object to disclosing or producing
 24 any information or item on any ground not addressed in this Protective Order. Similarly,
 25 this Protective Order does not affect or waive any Party’s right to object on any ground to
 26 use in evidence any of the material covered by this Protective Order.

27 3. Privileges Not Waived. This Protective Order does not affect or waive any
 28 applicable privilege or work product protection or affect the ability of a Producing Party to

1 seek relief for an inadvertent disclosure of material protected by privilege or work product
2 protection.

3 4. Third-Party Protections. Any witness or other person, firm, or entity from
4 which discovery is sought may be informed of and may obtain the protection of this
5 Protective Order by written notice to the Parties' respective counsel or by oral notice at the
6 time of any deposition or similar proceeding.

7 5. Obligations to Third Parties. Nothing herein shall operate to relieve any Party
8 or nonparty from any preexisting confidentiality obligations currently owed by any Party
9 or nonparty to any other Party or nonparty.

10 *[Remainder of page left intentionally blank.]*

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6. Retention of Completed “Acknowledgment and Agreement to Be Bound” Forms (Exhibit A). Completed “Acknowledgement and Agreement to Be Bound” Forms (Exhibit A) (“form”) shall be maintained by the Party that obtained the completed form pursuant to this Protective Order. The Party retaining the completed form shall produce the form to resolve any good faith challenge by a Party or Designating Party or dispute concerning whether a person who is obligated under this Protective Order to complete the form did so properly and complied with the representations in the form, and this Protective Order. If the parties are unable to resolve any such disputes or challenges through a good faith meet-and-confer process, the challenging Party or Designating Party may seek appropriate relief from this Court.

DATED 31st day of July 2025.

CLARK HILL, PLC

BY /s/ Gia N. Marina
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Attorneys for Plaintiff, Lauren Herman

DATED 31st day of July 2025.

LEMONS, GRUNDY & EISENBERG

BY /s/ Rebecca Bruch
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Attorney for Defendants

ORDER

The Court will only retain jurisdiction over this protective order while the case is pending, and its jurisdiction will cease upon dismissal of the case.

IT IS SO ORDERED.

DATED: July 31, 2025


UNITED STATES MAGISTRATE JUDGE

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____, have read in its entirety and understand the Protective Order that was issued by the United States District Court, for the District of Nevada on _____, 2025, in the case of *Lauren Herman v. Elko County, et al.* Case No. 2:25-cv-00244-RFB-CLB. I agree to comply with and to be bound by all terms of this Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order that any person or entity except in strict compliance with the provisions of this Order. Further, I solemnly promise that I will not offer to sell, advertise, or publicize that I have obtained any Protected Material subject to this Protective Order.

At the conclusion of this matter, I will return all Protected Material which came into my possession to counsel for the party from whom I received the Protected Material, or I will destroy those materials. I understand that any Confidential Information contained within any summaries of Protected Material shall remain protected pursuant to the terms of this Order.

I further agree to submit to the jurisdiction of the United States District Court, for the District of Nevada for the purpose of enforcing the terms of this Protective Order, even if such enforcement proceedings occur after termination of this action.

I certify under the penalty of perjury that the foregoing is true and correct.

Date: _____

City and State where signed: _____

Printed name: _____

Address: _____

Signature: _____